

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS Offeror To Complete Block 12, 17, 23, 24, & 30					1. Requisition Number SEE SCHEDULE		Page 1 Of 13					
2. Contract No. DAAE20-03-C-0099		3. Award/Effective Date 2003MAY19		4. Order Number		5. Solicitation Number		6. Solicitation Issue Date				
7. For Solicitation Information Call:		A. Name PHYLLIS LINGAFELTER			B. Telephone Number (No Collect Calls) (309)782-3625		8. Offer Due Date/Local Time					
9. Issued By TACOM-ROCK ISLAND AMSTA-LC-CSC-B ROCK ISLAND IL 61299-7630 e-mail: LINGAFELTERP@RIA.ARMY.MIL				Code W52H09	10. This Acquisition Is <input checked="" type="checkbox"/> Unrestricted <input type="checkbox"/> Set Aside: % For <input type="checkbox"/> Small Business <input type="checkbox"/> Small Disadv Business <input type="checkbox"/> 8(A) SIC: Size Standard:		11. Delivery For FOB Destination Unless Block Is Marked <input type="checkbox"/> See Schedule <input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (18 CFR 700) 13b. Rating DOA5 14. Method Of Solicitation <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		12. Discount Terms			
15. Deliver To SEE SCHEDULE				Code	16. Administered By DCMA PHOENIX TWO RENAISSANCE SQUARE 40 NORTH CENTRAL AVE SUITE 400 PHOENIX AZ 85004-4400				Code	S0302A		
Telephone No.				17. Contractor/Offeror Code 1PN61 Facility DILLON AERO INC 8009 EAST DILLONS WAY SCOTTSDALE AZ 85260 Telephone No. <input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer							18a. Payment Will Be Made By Code HQ0339 DFAS COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381	
18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum												
19. Item No.		20. Schedule Of Supplies/Services			21. Quantity		22. Unit		23. Unit Price		24. Amount	
		SEE SCHEDULE										
(Attach Additional Sheets As Necessary)												
25. Accounting And Appropriation Data SEE ADDENDUM								26. Total Award Amount (For Govt. Use Only) \$710,000.00				
<input type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4. FAR 52.212-3 And 52.212-5 Are Attached. <input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.												
<input checked="" type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda <input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.												
28. Contractor Is Required To Sign This Document And Return _____ Copies <input type="checkbox"/> To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.						29. Award Of Contract: Reference _____ Offer <input type="checkbox"/> Dated _____. Your Offer On Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein Is Accepted As To Items:						
30a. Signature Of Offeror/Contractor						31a. United States Of America (Signature Of Contracting Officer)						
30b. Name And Title Of Signer (Type Or Print)				30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print) ADELAIDE J TKATCH /SIGNED/ TKATCHA@RIA.ARMY.MIL (309)782-5313				31c. Date Signed		
32a. Quantity In Column 21 Has Been <input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted And Conforms To The Contract Except As Noted						33. Ship Number		34. Voucher Number		35. Amount Verified Correct For		
32b. Signature Of Authorized Government Representative						32c. Date		36. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final		37. Check Number		
								38. S/R Account Number				39. S/R Voucher Number
41a. I Certify This Account Is Correct And Proper For Payment						42a. Received By (Print)		40. Paid By				
41b. Signature And Title Of Certifying Officer				41c. Date		42b. Received At (Location)						
						42c. Date Recd (YYMMDD)		42d. Total Containers				

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Name of Offeror or Contractor: DILLON AERO INC		

SUPPLEMENTAL INFORMATION
AWARD IS FOR 40 EACH, M130 GENERAL PURPOSE DISPENSER.

*** END OF NARRATIVE A 001 ***

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Name of Offeror or Contractor: DILLON AERO INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SUPPLIES OR SERVICES AND PRICES/COSTS NSN: 1005-00-903-0751 FSCM: 19204 PART NR: 65F9877 SECURITY CLASS: Unclassified				
0001AA	<u>PRODUCTION QUANTITY</u> NOUN: M134 7.62MM MG PRON: WG1A1A26M1 PRON AMD: 03 ACRN: AA AMS CD: 143052 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52H091169T997 W45G19 J 1 DEL REL CD QUANTITY DEL DATE 001 11 31-OCT-2003 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W45G19) SR W390 RED RIVER MUNITIONS CTR HIGHWAY 82 WEST CL V GATE 44 BLDG 184 TEXARKANA TX 75507-5000	11	EA	\$ 17,750.00000	\$ 195,250.00
0001AB	<u>PRODUCTION QUANTITY</u> NOUN: M134 7.62MM MG PRON: WG1A1A10M1 PRON AMD: 04 ACRN: AB AMS CD: 143008 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> DOC SUPPL	22	EA	\$ 17,750.00000	\$ 390,500.00

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Name of Offeror or Contractor: DILLON AERO INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	<u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W52H091169T996 W45G19 J 1 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 22 31-OCT-2003 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W45G19) SR W390 RED RIVER MUNITIONS CTR HIGHWAY 82 WEST CL V GATE 44 BLDG 184 TEXARKANA TX 75507-5000				
	<u>PRODUCTION QUANTITY</u> NOUN: 7.62MM MACHINE GUN PRON: WG2A1A11M1 PRON AMD: 03 ACRN: AC AMS CD: 14305212032 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W52H093014T996 W31G1Z J 3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 7 31-OCT-2003 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W31G1Z) XR W0L7 ANNISTON MUNITIONS CENTER TRANS OFFICER 256 235 6837 CL V 7 FRANKFORD AVE BLDG 380 ANNISTON AL 36201-4199	7	EA	\$ 17,750.00000	\$ 124,250.00

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Name of Offeror or Contractor: DILLON AERO INC

INSPECTION AND ACCEPTANCE
This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
2	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984
3	52.245-4538 TACOM-RI	GOVERNMENT FURNISHED AMMUNITION	OCT/2000

a. Ammunition has been programmed to support contractual test requirements as follows:

270 ROUNDS, M60 HPT, National Stock Number 1305-00-580-0131-3-, Department of Defense Identification Code A129
540 ROUNDS, M172 DUMMY, National Stock Number 1305-00-926-4009, Department of Defense Identification Code A159
52,000, M80 BALL LINKED, National Stock Number 1305-00-542-1967, Department of Defense Identification Code A128

b. Requests for all ammunition shall be submitted electronically to the contract specialist on DD Form 1348 no later than 45 days prior to desired delivery dates. The completed request may be submitted via one of the following methods to: electronic mail LINGAFELTERP@RIA.ARMY.MIL, or data fax (309)782-6346, with a copy furnished via one of the following methods to: electronic mail schultzc@tacom.army.mil, or data fax (586)574-7757.

c. No later than 30 days after completion of the contract, the contractor shall report to the Contracting Officer on the remaining ammunition. The contractor shall indicate the quantity, type and National Stock Number of unused ammunition remaining at the manufacturing/test facility and request disposition instructions.

d. The contractor shall furnish a copy of the above ammunition and disposition requests to the cognizant Defense Contract Management Agency (DCMA) Quality Assurance Representative (QAR).

(End of clause)

(ES6045)

4	52.245-4577 TACOM-RI	GOVERNMENT FURNISHED TEST SUPPORT EQUIPMENT	MAR/1988
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The Government will furnish the equipment, as listed in paragraph a below, to support First Article, Reliability, and/or Acceptance Tests. The cost of shipping the equipment to the Contractor's plant and return to the issuing agency, will be borne by the Government; except that the cost of preservation, packaging, and packing for return shipment shall be borne by the Contractor.

a. Item Nomenclature		National Stock Number	Quantity	Cost	Unit of Each	Iss
FEEDER, DELINKER		1005-01-490-9689	ONE (1)	\$7231.00	EACH	

b. Items to be furnished by the Government shall be ordered from the Contracting Officer at the Tank-Automotive and Armaments Command, ATTN: AMSTA-LC-CSCB, Rock Island, IL 61299-7630, not later than thirty (30) days prior to the desired delivery date.

c. The above items will be furnished on a loan basis and are intended for joint usage by the Contractor and the Government Representative to accomplish basic testing on this contract. The loaned items shall not be modified or altered in any manner, and shall be maintained and returned in as good condition as when loaned; fair wear and tear excepted.

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Name of Offeror or Contractor: DILLON AERO INC

d. When weapons are furnished, the Contractor shall take extraordinary precautions in safeguarding the items from theft or unauthorized use, and shall comply with physical security standards for sensitive items when required for the weapons by other provision of this contract. The Contractor shall also be responsible for cleaning and oiling the weapons at specified intervals and at the end of each day's firing, and for properly caring for the weapons when not in use.

e. The Contractor shall, within thirty (30) calendar days after Government acceptance of all items on this contract, provide an inventory list of all remaining Government furnished equipment to the Contracting Officer. Within forty-five (45) days after receipt of the inventory list, the Contracting Officer will provide the Contractor with disposition instructions.

f. The above items shall be preserved, packaged, and packed by the Contractor at the Contractor's expense, in a manner to ensure safe arrival at the issuing agency, utilizing the same or equivalent container as originally provided.

g. The foregoing requirements are in addition to any requirements placed upon the Contractor by the applicable Government Property clause in Section I of this contract.

(End of clause)

(ES6551)

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DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
2	52.247-34	F.O.B. DESTINATION	NOV/1991
3	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
4	52.211-16	VARIATION IN QUANTITY	APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

Zero percent (0%) increase

Zero percent (0%) decrease.

This increase or decrease shall apply to the total contract quantity.

(FF7020)

Name of Offeror or Contractor: DILLON AERO INC

CONTRACT ADMINISTRATION DATA

LINE	PRON/	OBLG						JOB	ACCOUNTING	OBLIGATED
ITEM	AMS CD	ACRN	STAT	ACCOUNTING CLASSIFICATION				ORDER	STATION	AMOUNT
0001AA	WG1A1A26M1	AA	2	21	12031000016D6D02P14305231E1	S11116		19FA26	W52H09	\$ 195,250.00
	143052									
0001AB	WG1A1A10M1	AB	2	21	12031000016D6D02P14300831E1	S11116		19FA10	W52H09	\$ 390,500.00
	143008									
0001AC	WG2A1A11M1	AC	2	21	22031000026D6D02P14305231E1	S11116		29FA11	W52H09	\$ 124,250.00
	14305212032									
									TOTAL	\$ 710,000.00
SERVICE								ACCOUNTING		OBLIGATED
NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION						STATION		AMOUNT
Army	AA	21	12031000016D6D02P14305231E1	S11116				W52H09	\$	195,250.00
Army	AB	21	12031000016D6D02P14300831E1	S11116				W52H09	\$	390,500.00
Army	AC	21	22031000026D6D02P14305231E1	S11116				W52H09	\$	124,250.00
									TOTAL	\$ 710,000.00

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CONTRACT CLAUSES

	Regulatory Cite	Title	Date
1	52.203-3	GRATUITIES	APR/1984
2	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
3	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
4	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS	APR/2003

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

____(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

____(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

____(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999)(if the offeror elects to waive the preference, it shall so indicate in its offer).

____(4)(i.) 52.219-5, Very Small Business Set-Aside (pub.L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

____(ii.) Alternate I to 52.219-5.

____(iii.) Alternate II to 52.219-5.

____(5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3));

____(6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4));

____(7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

____(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub.L. 103-355, section 7102, and 10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer).

____(ii) Alternate I of 52.219-23

____(9) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355,section 7102, and 10 U.S.C.2323).

____(10) 52,219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub.L.103-355, section 7102, and 10 U.S.C.2323).

X ____ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 99).

X ____ (12) 52.222-26, Equal Opportunity (E.O. 11246).

____(13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

X ____ (14) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

X ____ (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

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Name of Offeror or Contractor: DILLON AERO INC

- X _____(16) 52.222-19, Child Labor - Cooperation with Authorities and Remedies (E.O. 13126).
- _____(17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- _____(ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- _____(18) 52.225-1, Buy American Act - Supplies (41 U.S.C. 10a-10d).
- _____(19)(i) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act(41 U.S.C. 10a-10d, 19 U.S.C. 3301 note 19 U.S.C.2112 note).
- _____(ii) Alternate I of 52.225-3.
- _____(iii) Alternate II of 52.225-3.
- _____(20) 52.225-5, Trade Agreements (19 U.S.C. 2501. et seq., 19 U.S.C. 3301 note.)
- _____(21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 13059, 13067, 13121, and 13129).
- _____(22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- _____(23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- X _____(24) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (31 U.S.C. 3332).
- _____(25) 52.232-34, Payment by Electronic Funds - Other than Central Contractor Registration (31 U.S.C. 3332).
- _____(26) 52.232-36, Payment by Third Party (31 U.S.C.3332).
- _____(27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a)
- _____(28)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
- _____(ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated into this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- _____(1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.). Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1003-4(c) or (d) (see DoD class deviation number 2000-o0006).
- _____(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- _____(3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- _____(4) 52.222-44, Fair Labor Standards and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- _____(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);
- (3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793);
- (4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241 and U.S.C. 2631) (flow down not required in accordance with paragraph (d) of FAR clause 52.247-64; and
- (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

(IF6274)

5	252.212-7001 DFARS	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS	APR/2003
(a) The Contractor agrees to comply with any clause that is checked in the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.			
_____52.203-3 Gratuities (Apr 1984) (10 U.S.C. 2207)			
(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.			
_____252.205-7000 Provision of Information to Cooperative Agreement Holders (Dec 1991)(10 U.S.C. 2416).			
_____252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (Apr 1996)(15 U.S.C. 637).			
_____252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (Jun 1997) (15 U.S.C. 637 note).			
_____252.225-7001 Buy American Act and Balance of Payments Program (Apr 2003)(41 U.S.C. 10a-10d, E.O. 10582).			
_____252.225-7012 Preference for Certain Domestic Commodities (Feb 2003)(10 U.S.C.2533a note)			
X_____252.225-7014 Preference for Domestic Speciality Metals (Apr 2003) (10 U.S.C. 2533a note).			
_____252.225-7015 Restriction on Acquisitor of Hand or Measuring Tools (Apr 2003)(10 U.S.C. 2533a note).			
_____252.225-7016 Restriction on Acquisition of Ball and Roller Bearings(Apr 2003) (____Alternate I)(Apr 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).			
_____252.225-7021 Trade Agreements (Apr 2003)(19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).			
_____252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (Apr 2003)(22 U.S.C. 2779)			

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- ☐ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (Apr 2003)(22 U.S.C. 2755).
- ☐ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (Apr 2003) (☐ Alternate I)(Apr 2003) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- ☐ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (Apr 2003_ (10 U.S.C. 2534(a)(3)).
- ☐ 252.227-7015 Technical Data - Commercial Items (Nov 1995)(10 U.S.C. 2320).
- ☐ 252.227-7037 Validation of Restrictive Markings on Technical Data (Sep 1999)(10 U.S.C. 2321).
- ☐ 252.232-7003 Electronic Submission of Payment Requests (Mar 2003) (10 U.S.C.2227)
- ☐ 252.243-7002 Requests for Equitable Adjustment (Mar 1998) (10 U.S.C. 2410)
- X ☐ 252.247-7023 Transportation of Supplies by Sea (May 2002) (☐ Alternate I)(Mar 2000) (☐ Alternate II) (Mar 2000)(10 U.S.C. 2631).
- X ☐ 252.247-7024 Notification of Transportation of Supplies by Sea (Mar 2000)(10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014, Preference for Domestic Speciality Metals, Alternate I (Apr 2003)(10 U.S.C.2533a note).
252.247-7023, Transportation of Supplies by Sea (May 2002)(10 U.S.C.2631).
252.247-7024, Notification of Transportation of Supplies by Sea (Mar 2000) (10 U.S.C. 2631).

(End of clause)

(IA6720)

6	252.223-7007 DFARS	SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES	SEP/1999
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(a) Definition.

'Arms, ammunition, and explosives (AA&E),' as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

<u>NOMENCLATURE</u>	<u>NATIONAL STOCK NUMBER</u>	<u>SENSITIVITY/CATEGORY</u>
M134 MACHINE GUN	1005-00-903-0751	CAT II
M60 HPT AMMO	1305-00-580-0131	CAT IV
M80 BALL AMMO	1305-00-542-1967	CAT IV

(c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100-76-M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Security Service (DSS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DSS field office of any subcontract involving AA&E within 10 days after award of the subcontract.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-C-0099 MOD/AMD	Page 13 of 13
Name of Offeror or Contractor: DILLON AERO INC		

(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier--

(1) For the development, production, manufacture, or purchase of AA&E; or

(2) When AA&E will be provided to the subcontractor as Government-furnished property.

(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

(End of Clause)

(IA6716)

7 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)